

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

WESTCON GROUP NORTH AMERICA,
INC.,

Plaintiff,

V.

JAMCO COMMUNICATIONS, INC.,
d/b/a CABLELINK SOLUTIONS,

Defendant.

}
}
}
}
}
}
}
}
}
}
}

Case No. 3:13-cv-0525

Campbell / Knowles

**AGREED ORDER RESOLVING WESTCON GROUP NORTH AMERICA, INC.'S
MOTION TO COMPEL DISCOVERY RESPONSES AND FOR SANCTIONS FOR
FAILURE TO RESPOND TO DISCOVERY**

It appearing that the Parties are in agreement, as reflected by the signatures of counsel for Plaintiff, Westcon Group North America, Inc. (“Plaintiff”), and Defendant, Jamco Communications, Inc., d/b/a CableLink Solutions (“Jamco”), as set forth below, and it appearing further that Plaintiff has filed that certain Motion to Compel Discovery Responses and For Sanctions For Failure to Respond to Discovery (the “Motion to Compel”), and it further appearing that the parties have resolved the Motion to Compel based on the agreements and stipulations set forth herein, and it appearing further that based on such agreements that the parties will require additional time to complete discovery in this case, accordingly, the Court FINDS and ORDERS as follows:

1. Defendant shall serve its responses to Plaintiff’s Requests for Production and Interrogatories on or before January 10, 2014;

2. The discovery deadline set out in paragraph 4(b)(i) of the Initial Case Management Order shall be extended to March 31, 2014, such that all discovery shall be commenced in time to be completed by that date and any discovery-related motions shall be due on or before April 12, 2014;

3. Plaintiff's Requests for Admissions are hereby withdrawn with no deemed admissions, however, for purposes of this action, the Parties stipulate as follows:

a. The Credit Agreement is a valid contract, properly executed by Defendant and binding upon Defendant;

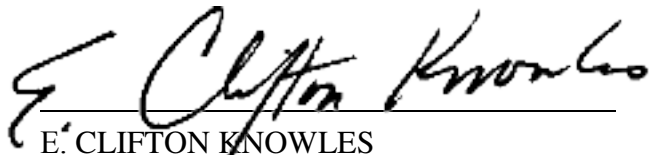
b. Defendant purchased goods and services from Plaintiff pursuant to the Credit Agreement;

c. Westcon has made a proper demand for payment, and there are no conditions precedent to the assertion of Westcon's rights under the Credit Agreement.

4. Defendant shall make a settlement proposal no later than January 15, 2014; and

5. On or before February 28, 2014, the Parties shall attempt to mediate a resolution of this dispute.

IT IS ORDERED


E. CLIFTON KNOWLES
United States Magistrate Judge